

AO 441 (Rev. 8/01) Third Party Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

PLAINTIFF

RICHARD LOOS

THIRD PARTY SUMMONS IN A
CIVIL ACTION

V. DEFENDANT AND THIRD PARTY PLAINTIFF

COMFORT INNS, INC. and CHOICE HOTELS
INTERNATIONAL, INC.

Case Number: 07-CV-6723 (PKL)

V. THIRD PARTY DEFENDANT

KENNETH WEISS and RONDAVEL MANAGMENT
CORPORATION

To: Name and address of Third Party Defendant

KENNETH WEISS
28 Fieldstone Court
New City, New York 10956

RONDAVEL MANAGEMENT CORP.
c/o Secretary of State
41 State Street, Albany, NY 12231

YOU ARE HEREBY SUMMONED and required to serve on

PLAINTIFF'S ATTORNEY (name and address)

LAW OFFICES OF ELIOT F. BLOOM, P.C.
114 Old Country Road - Suite 308
Mineola, New York 11501

DEFENDANT AND THIRD-PARTY PLAINTIFF'S ATTORNEY
(name and address)

LAW OFFICES OF DONALD L. FRUM
Attorneys for Defendant - COMFORT INNS, INC.
565 Taxter Road - Suite 150
Elmsford, New York 10523

MARKS, O'NEILL, O' BRIEN AND COURTNEY, P.C.
Attorneys for Defendant/Third-Party Plaintiff
CHOICE HOTELS INTERNATIONAL, INC.
530 Saw Mill River Road
Elmsford, New York 10523

an answer to the third-party complaint which is served on you with this summons, within twenty days after the service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default may be taken against you for the relief demanded in the third-party complaint. There is also served on you with this summons a copy of the complaint of the plaintiff. You have the option of answering or not answering the plaintiff's complaint, *unless* (1) this is a case within Rule 9(h) Federal Rules of Civil Procedure, *and* (2) the third-party plaintiff is demanding judgment against you in favor of the original plaintiff under the circumstances described in Rule 14(c) Federal Rules of Civil Procedure, in which situation you are required to make your defenses, if any, to the claim of plaintiff as well as to the claim of the third-party plaintiff. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

NOV 01 2007

CLERK *Mano Quintero*

DATE

(By) DEPUTY CLERK

AO 441 (Rev. 8/01) Third Party Summons in a Civil Action

RETURN OF SERVICE

Service of the Summons and complaint was made by me ⁽¹⁾	DATE
NAME OF SERVER	TITLE

Check one box below to indicate appropriate method of service

- ☐ Served personally upon the third-party defendant. Place where served:
- ☐ Left copies thereof at the third-party defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person with whom the summons and complaint were left:
- ☐ Returned unexecuted:
- ☐ Other (specify):

STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL
		\$0.00

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on _____ Date _____ Signature of Server _____

Address of Server _____

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
RICHARD LOOS

Plaintiff,

- against -

COMFORT INNS, INC. and CHOICE HOTELS
INTERNATIONAL, INC.

Defendants.
-----X

COMFORT INNS, INC. and CHOICE HOTELS
INTERNATIONAL, INC.

Third-Party Plaintiffs,

- against -

KENNETH WEISS and RONDAVEL MANAGEMENT
CORPORATION

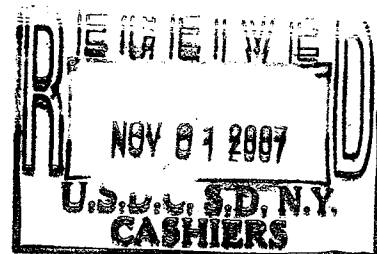
Third-Party Defendants.
-----X

**THIRD PARTY
COMPLAINT**

Docket No.: 07-CV-6723 (PKL)

Assigned Judge:
Hon. Peter K. Leisure

Third-Party
Docket No.:



Defendant/third-party plaintiff, **CHOICE HOTELS INTERNATIONAL, INC.**

(hereinafter referred to as "**CHOICE**"), by its attorneys, **MARKS, O'NEILL, O'BRIEN & COURTNEY, P.C.**, as and for its Third-Party Complaint, alleges upon information and belief as follows:

DK 1. At all times hereinafter mentioned, defendant/third-party plaintiff, **CHOICE**, was and is a domestic corporation established and existing under the laws of the State of New York and licensed to conduct business within such state.

DK 2. At all times hereinafter mentioned, third-party defendant, **RONDAVEL MANAGEMENT CORPORATION** (hereinafter referred to as "**RONDAVEL**"), was and is a

domestic corporation established and existing under the laws of the State of New York and licensed to conduct business within such state.

AKI 3. At all times hereinafter mentioned, third-party defendant, RONDAVEL, was and is a foreign corporation authorized to conduct business within the State of New York.

AKI 4. At all times hereinafter mentioned, third-party defendant, RONDAVEL, was and is a foreign corporation actually conducting business within the State of New York.

AKI 5. That defendant KENNETH WEISS assaulted the plaintiff, RICHARD LOOS.

AKI 6. At some point in time, prior to June 15, 2007, third-party defendant, RONDAVEL, entered into a written franchise agreement with **CHOICE**.

AKI 7. Under such agreement, pursuant to § "14," the franchisee, RONDAVEL, agrees to defend, indemnify, and hold harmless franchisor, **CHOICE**, its officers, directors, agents and employees from any loss, cost, damage, expense and liability, including reasonable attorneys fees and any court costs, by reason of damage or loss, including personal injury, of whatsoever nature or kind, arising from or connected with the business of the Hotel or any department thereof, or operated in conjunction therewith, or out of, or as a result of, any error, omission, act or failure on the part of the franchisee, its agents or employees.

**AS AND FOR A FIRST CAUSE OF
ACTION AGAINST KENNETH WEISS**

RKR 8. Defendant/third-party plaintiff, **CHOICE**, repeats, reiterates and realleges the allegations contained in paragraphs "1" through "7" as though fully set forth herein.

OK/ 9. If plaintiff, RICHARD LOOS, was caused to or sustained injuries and/or damages as alleged in his complaint due to any culpability other than his own, and if such injuries or damages are attributable, in whole or in part, to defendant/third-party plaintiff, **CHOICE**, which is hereby denied by defendant/third-party plaintiff, **CHOICE**, then such injuries, damages or both were sustained by reason of the primary and active carelessness, recklessness, negligence and/or affirmative acts of third-party defendant, KENNETH WEISS, without any negligence or fault of the defendant/third-party plaintiff, **CHOICE**, contributing thereto.

OK/ 10. By reason of the foregoing, and under the principles of common law indemnification, third-party defendant, KENNETH WEISS, is obligated to indemnify defendant/third-party plaintiff, **CHOICE**, by reason of the occurrence described in plaintiff's complaint, or, in the alternative, for such portion of any judgment as the relative responsibilities may warrant, and defendant/third-party plaintiff, **CHOICE**, is entitled to have judgment over and against third-party defendant, KENNETH WEISS, for all or part of any verdict or judgment which may be recovered against defendant/third-party plaintiff, **CHOICE**, in this action.

OK/ 11. As a result of the negligence, gross negligence, or some combination thereof, of third-party defendant, KENNETH WEISS, defendant/third-party plaintiff, **CHOICE**, has incurred and will continue to incur liability for costs, disbursements and counsel fees in defending this suit and has incurred and will continue to incur other damages and expenses in connection therewith, all to their special damages and third-party defendant, KENNETH WEISS, will be bound to indemnify defendant/third-party plaintiff, **CHOICE**, for any and all legal and other costs, disbursements and expenses.

**AS AND FOR A SECOND CAUSE OF
ACTION AGAINST RONDAVEL MANAGEMENT CORP.**

RJR

12. Defendant/third-party plaintiff, **CHOICE**, repeats, reiterates and realleges the allegations contained in paragraphs "1" through "11" as though fully set forth herein.

D

13. If plaintiff, RICHARD LOOS, was caused to or sustained injuries and/or damages as alleged in his complaint due to any culpability other than his own, and if such injuries or damages are attributable, in whole or in part, to defendant/third-party plaintiff, **CHOICE**, which is hereby denied by defendant/third-party plaintiff, **CHOICE**, then such injuries, damages or both were sustained by reason of the primary and active carelessness, recklessness, negligence and/or affirmative acts or omission or commission and/or breach of contract, and/or breach of warranty, and/or gross negligence, and/or breach or violation of statute of third-party defendant, RONDAVEL, without any negligence or fault of the defendant/third-party plaintiff, **CHOICE**, contributing thereto.

D

14. By reason of the foregoing, and under the principles of contribution, common law and contractual indemnification, third-party defendant, RONDAVEL, is obligated to indemnify defendant/third-party plaintiff, **CHOICE**, by reason of the occurrence described in plaintiff's complaint, or, in the alternative, for such portion of any judgment as the relative responsibilities may warrant, and defendant/third-party plaintiff, **CHOICE**, is entitled to have judgment over and against third-party defendant, RONDAVEL, for all or part of any verdict or judgment which may be recovered against defendant/third-party plaintiff, **CHOICE**, in this action.

D

15. As a result of the negligence, breach of contract, breach of warranty, breach of statute, gross negligence, or some combination thereof, of third-party defendant, RONDAVEL, defendant/third-party plaintiff, **CHOICE**, has incurred and will continue to incur liability for

costs, disbursements and counsel fees in defending this suit and has incurred and will continue to incur other damages and expenses in connection therewith, all to their special damages and third-party defendant, RONDAVEL, will be bound to indemnify defendant/third-party plaintiff, **CHOICE**, for any and all legal and other costs, disbursements and expenses.

WHEREFORE, defendant/third-party plaintiff, **CHOICE**, demands judgment:

- (a) Dismissing the complaint of plaintiff as to defendant/third-party plaintiff, **CHOICE**, together with costs and disbursements; and
- (b) On the first cause of action, defendant/third-party plaintiff, **CHOICE**, demands judgment over and against third-party defendant, KENNETH WEISS, for all or that portion of any verdict or judgment which shall or may be obtained herein against defendant/third-party plaintiff, **CHOICE**, and in accordance with principles of common law indemnity and contribution, defendant/third-party plaintiff, **CHOICE**, demands that the ultimate rights of the parties herein be determined in this action; and
- (c) On the first cause of action, and in accordance with principles of common law indemnity, defendant/third-party plaintiff, **CHOICE**, demands judgment over and against third-party defendant, KENNETH WEISS, in the full amount of any verdict or judgment which shall or may be obtained herein against defendant/third-party plaintiff, **CHOICE**, together with defendant/third-party plaintiff's, **CHOICE**, costs and expenses incurred in this third-party action; and
- (d) On the second cause of action, defendant/third-party plaintiff, **CHOICE**, demands judgment over and against third-party defendant, RONDAVEL, for all or that portion of any verdict or judgment which shall or may be obtained herein against defendant/third-party plaintiff, **CHOICE**, and in accordance with principles of contractual and/or common law indemnity and contribution, defendant/third-party plaintiff, **CHOICE**, demands that the ultimate rights of the parties herein be determined in this action; and
- (e) On the second cause of action, and in accordance with principles of contractual and/or common law indemnity and/or breach of contract, defendant/third-party plaintiff, **CHOICE**, demands judgment over and against third-party defendant, RONDAVEL in the full amount of any verdict or judgment which shall or may be obtained herein against defendant/third-party plaintiff, **CHOICE**, together with defendant/third-party plaintiff's, **CHOICE**, costs and expenses incurred in this third-party action; and

- (f) Defendant/third-party plaintiff, **CHOICE**, be granted such other and further relief as this Court may deem just and proper.

Dated: Elmsford, New York
November 1, 2007

By: _____

James M. Skelly (4844)

**MARKS, O'NEILL, O'BRIEN
& COURTNEY, P.C.**

Attorneys for Defendant/

Third-Party Plaintiff

CHOICE HOTELS

INTERNATIONAL, INC.

530 Saw Mill River Road

Elmsford, New York 10523

(914) 345-3701

File No. 308.79853

TO:

KENNETH WEISS

28 Fieldstone Court

New City, New York 10956

RONDAVEL MANAGEMENT CORP.

c/o Secretary of State

41 State Street

Albany, NY 12231-0001

LAW OFFICES OF ELIOT F. BLOOM, P.C.

Attorneys for Plaintiff

RICHARD LOOS

114 Old Country Road, Suite 308

Mineola, New York 11501

(516) 739-5300

LAW OFFICES OF DONALD L. FRUM

Attorneys for the Defendant

PALISADES LODGING CORPORATION,

trading as **COMFORT INN**

565 Taxter Road - Suite 150

Elmsford, New York 10523

(914) 347-5522

SDO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

NEW YORK

RICHARD LOOS

SUMMONS IN A CIVIL ACTION

v.

Comfort Inns, Inc. &

Choice Hotels International,
Inc.

CASE NUMBER:

TO: (Name and address of Defendant)

Comfort Inns, Inc.
425 EAST ROUTE 59
Nanuet, NYChoice Hotels Int'l Inc.
10750 Columbia Pike
Silver Spring, Maryland
20901

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Eliot F. Bloom, ESQ.
114 Old Country Rd
Suite 308
Mineola, NY 11501

an answer to the complaint which is served on you with this summons, within 30 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

CLERK

DATE

(By) DEPUTY CLERK

ans Jul
8-16

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CV 6723

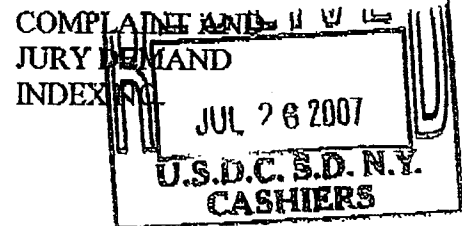
RICHARD LOOS;

Plaintiff,

-against-

COMFORT INNS, INC., and
CHOICE HOTELS INTERNATIONAL, INC.,

Defendants.



Plaintiff, Richard Loos ("Loos") alleges as follows for his complaint against the Defendants Comfort Inns, Inc. ("Comfort") and Choice Hotels International, Inc. ("Choice"):

SUMMARY OF THE ACTION

In the early morning hours of June 15, 2007, Loos was in his room at a motel owned by Choice and operated by Comfort in Nanuet, New York, when a front desk attendant employed by Comfort wrongfully and negligently gave a room key to an unrelated third -party, who entered the room and assaulted Loos causing serious physical injury.

THE PARTIES

1. Plaintiff is a resident of the State of Florida, and resides at 21596 Casa Monte, Boca Raton, Florida. 33433-3043
2. Defendant, Comfort Inns, Inc., does business as Comfort Inn at 425 East Route 59, Nanuet, New York.
3. Defendant, Comfort Inns, Inc., is a New York corporation doing business at 425 East Route 59, Nanuet, New York.
4. Defendant, Comfort Inns, Inc., is a foreign corporation doing business at 425 East Route 59, Nanuet, New York.

and permanently injured at the premises owned and operated by the Defendants, Comforts Inn, Inc. and Choice Hotels International, Inc.

15. That on the 15th day of June, 2007, while Plaintiff was lawfully at the premises belonging to the Defendants Comforts Inn, Inc. and Choice Hotels International, Inc. in a room at the premises, and exercising that degree of care for his own safety that a reasonably prudent person would have exercised under the same circumstance on the Defendants premises, he was assaulted and caused to sustain the injuries hereinafter described.

16. That the Plaintiff suffered serious injuries, including permanent scarring, blurred vision, loss of teeth, knee and elbow trauma, head trauma, and other and further serious and permanent physical injuries which have in the past, and will in the future, cause the Plaintiff pain and suffering and medical bills.

17. That the aforementioned occurrence was due to the negligence, carelessness and recklessness of the Defendants Comforts Inn, Inc. and Choice Hotels International, Inc., their agents, employees and representatives, without any negligence on the part of the Plaintiff contributing thereto, in that the Defendants failed to maintain the premises in a reasonably safe condition, that the Defendants negligently provided a key to the room in which the Plaintiff was lawfully staying to a third-person non-hotel guest, that the Defendants failed to protect the Plaintiff, that the Defendants failed to take minimal security precautions to prevent against foreseeable criminal acts, that the Defendants caused the condition herein, that the Defendants breached its duty to the Plaintiff which included taking minimal precautions to protect its guest from intentional and criminal conduct, that the Defendants created a condition that caused a likelihood of conduct on the part of a third person, which was likely to endanger the safety of the Plaintiff and to place the Plaintiff in a vulnerable position, in that the

Defendants employee and employees failed to exercise due care in the performance of their assigned responsibilities thus creating the condition herein, in that the Defendants undertook to provide a service, and to maintain security for its' guests in rooms with locks and keys and then provided that service negligently, and that the Defendants Comforts Inn, Inc. and Choice Hotels International, Inc. were otherwise negligent in the premises.

18. That the negligence of the Defendants Comforts Inn, Inc. and Choice Hotels International, Inc. was the proximate cause of the within occurrence.

19. That the negligence of the Defendants Comforts Inn, Inc.'s and Choice Hotels International, Inc.'s employees and agents was the proximate cause of the within occurrence.

20. That the acts of a third person were foreseeable under the given circumstances herein.

21. That the acts of the Defendants Comforts Inn, Inc. and Choice Hotels International, Inc. were a substantial causative factor in causing the injuries alleged herein.

22. That by acting negligently herein, the Defendants Comforts Inn, Inc. and Choice Hotels International, Inc. have caused damage to the Plaintiff in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants as follows:

a. Awarding Loos actual and consequential damages in the amounts alleged in the allegation herein and in an amount to be established at trial as a result of the allegations set forth herein as established at trial;

b. Awarding Loos interest on any award of actual damages at the rates

prescribed by applicable law;

c. Awarding Loos its costs and expenses in this litigation, including reasonable attorney fees and experts fees and other costs and disbursements; and

d. Awarding Loos such other and further relief as may be just and proper under the circumstances.

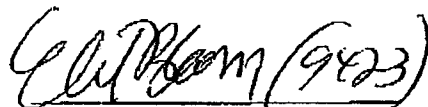
DEMAND FOR JURY TRIAL

40. Loos demands a trial by jury.

Dated: Mineola, New York
July 12, 2007

Yours, etc.

Law Offices of Eliot F. Bloom



BY: ELIOT F. BLOOM, ESQ.(9423)
114 Old Country Road, Suite 308
Mineola, New York 11501
(516) 739-5300

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
RICHARD LOOS,

Plaintiff,

- against -

COMFORT INNS, INC. and CHOICE HOTELS
INTERNATIONAL, INC.,

Defendants.
----- X

ANSWER TO COMPLAINT

Index No.: 07-cv-6723(PKL)

Assigned to:
Hon. Peter K. Leisure

The defendant, **CHOICE HOTELS INTERNATIONAL, INC.**, by its attorneys,
MARKS, O'NEILL, O'BRIEN & COURTNEY, P.C., answering the complaint of the plaintiff
herein, respectfully allege upon information and belief:

PARTIES

1. Deny knowledge or information sufficient to form a belief as to the truth of each
and every allegation contained in the paragraph of the complaint designated as follows:

"1"

2. Denies each and every allegation contained in the paragraphs of the complaint
designated as follows:

"2", "3", "4", "5", "6" AND "8"

3. Admit each and every allegation contained in the paragraph of the complaint
designated as follows:

"7"

JURISDICTION AND VENUE

4. Denies each and every allegation contained in the paragraphs of the complaint designated as follows:

“9” AND “10”

FACTUAL BACKGROUND

5. Deny each and every allegation contained in the paragraph of the complaint designated as follows:

“11”

6. Deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained in the paragraph of the complaint designated as follows:

“12”

COUNT I, NEGLIGENCE

7. In response to paragraph “13” of plaintiff’s complaint, defendant repeats, reiterates and realleges each and every response to paragraphs “1” through “12” of the complaint heretofore made with the same force and effect as if fully set forth at length herein.

8. Denies each and every allegation contained in the paragraphs of the complaint designated as follows:

“14”, “15”, “16”, “17”, “18”, “19”, “20”, “21” and “22”

**AS AND FOR A FIRST SEPARATE AND COMPLETE
AFFIRMATIVE DEFENSE:**

9. That any damages, injury and/or injuries sustained by plaintiff was caused in whole or part by the culpable conduct and fault attributable to the plaintiff, including, but not limited to, contributory negligence and/or want of care, and/or the plaintiff's assumption of the risk, and the amount recovered, if any, should be diminished pursuant to CPLR 1412 by the proportion which the culpable conduct attributed to the plaintiff's bear to the culpable conduct which caused the damages, if any.

**AS AND FOR A SECOND SEPARATE AND COMPLETE
AFFIRMATIVE DEFENSE:**

10. That any award recovered by plaintiff must be reduced by the receipt of collateral source payments.

**AS AND FOR A THIRD SEPARATE AND COMPLETE
AFFIRMATIVE DEFENSE:**

11. The plaintiff has failed to join a necessary party.

WHEREFORE, defendant, **CHOICE HOTELS INTERNATIONAL, INC.**, demands judgment against the plaintiff as follows:

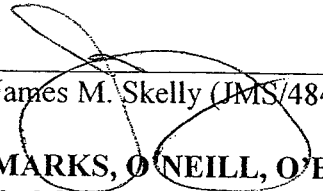
(a) dismissing plaintiff's complaint, together with the costs and disbursements of this action;

(b) in the alternative, and in the event that plaintiff prevails, the defendant, **CHOICE HOTELS INTERNATIONAL, INC.**, demands judgment determining the respective

percentage of fault on the part of the defendants and plaintiff, thereby reducing the amount of damages as against the answering defendant by the respective percentage of fault of the plaintiff.

Dated: Elmsford, New York
August 16, 2007

By:


James M. Skelly (JMS/4844)

**MARKS, O'NEILL, O'BRIEN
& COURTNEY, P.C.**

Attorneys for Defendant

**CHOICE HOTELS
INTERNATIONAL, INC.**

530 Saw Mill River Road

Elmsford, New York 10523

(914) 345-3701

File No.: 308.79853

TO: **LAW OFFICES OF ELIOT F. BLOOM, P.C.**

Attorneys for Plaintiff

RICHARD LOOS

114 Old Country Road, Suite 308

Mineola, New York 11501

(516) 739-5300

COMFORT INNS, INC.

425 East Route 59

Nanuet, New York 10954

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)
 : ss:
COUNTY OF WESTCHESTER)

MARTHA AGIS, being duly sworn, deposes and says: deponent is not a party to this action, is over 18 years of age and resides in Pearl River, New York.

On the 16th day of August, 2007, deponent served the within **ANSWER TO COMPLAINT**, upon the parties herein stated below, by depositing and mailing same in a sealed envelope, with postage prepaid thereon, in an official depository of the U.S. Postal Service within the State of New York, at the following addresses:

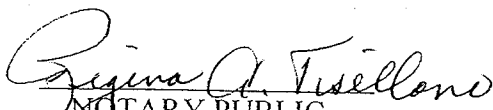
TO: **LAW OFFICES OF ELIOT F. BLOOM, P.C.**
Attorneys for Plaintiff
RICHARD LOOS
114 Old Country Road, Suite 308
Mineola, New York 11501
(516) 739-5300

COMFORT INNS, INC.
425 East Route 59
Nanuet, New York 10954



MARTHA AGIS

Sworn to before me on this
16th day of August, 2007.



NOTARY PUBLIC

REGINA A. TISELLANO
Notary Public, State of New York
No. 01TI6003741
Qualified in Westchester County
Term Expires 3/9/2010

Answers to Complaints

1:07-cv-06723-PKL Loos v. Comfort Inns, Inc. et al
ECF

U.S. District Court**United States District Court for the Southern District of New York****Notice of Electronic Filing**

The following transaction was entered by Skelly, James on 8/16/2007 at 3:19 PM EDT and filed on 8/16/2007

Case Name: Loos v. Comfort Inns, Inc. et al
Case Number: 1:07-cv-6723
Filer: Choice Hotels International, Inc.
Document Number: 3

Docket Text:

ANSWER to Complaint. Document filed by Choice Hotels International, Inc..(Skelly, James)

1:07-cv-6723 Notice has been electronically mailed to:

Eliot Fred Bloom efbesq@optonline.net

James Michael Skelly jmskelly@mooclaw.com

1:07-cv-6723 Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1008691343 [Date=8/16/2007] [FileNumber=3696441-0]
][9c57444bdfb31c0528457d1a64e2433fd42e21a62d30a512046d0cc4c2cf104b822
2c683dbbd5f7d62f40e076624428c2b648c5c9ea0b98058ef6ba4a71cd0ab]]

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RICHARD LOOS,

Plaintiff,

-against-

COMFORT INNS, INC. and CHOICE HOTELS INTERNATIONAL, INC.

Defendants.

ANSWER TO COMPLAINT

MARKS, O'NEILL, O'BRIEN & COURTNEY, P.C.

Attorneys for Defendant
CHOICE HOTELS INTERNATIONAL, INC.
Office and Post Office Address, Telephone
530 Saw Mill River Road
Elmsford, New York 10523
(914) 345-3701

To

Signature (Rule 130-1.1-a)

Print name beneath

Attorney(s) for

Service of a copy of the within
Dated,

is hereby admitted.

Attorney(s) for

Please take notice

☐ NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

☐ NOTICE OF SETTLEMENT

that an order
settlement to the HON.
of the within named court, at
on
Dated,

of which the within is a true copy will be presented for
one of the judges

at

M

Yours, etc.

MARKS, O'NEILL, O'BRIEN & COURTNEY, P.C.

Office and Post Office Address
530 Saw Mill River Road
Elmsford, New York 10523
(914) 345-3701